

Attorney for Debtor  
Christopher M. Winslow, Esquire  
**Winslow & McCurry, PLLC**  
1324 Sycamore Square, 202  
Midlothian, VA 23113  
(804) 423-1382

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division

IN RE: Jeffrey D. Patrick, Sr., Debtor  
Suzanne E. Wade, Trustee

Case No. : 13-35100  
Chapter 13

**Amended Motion to Incur Debt**

Comes Now, Debtor, Jeffrey D. Patrick, Sr., by counsel, Christopher M. Winslow and respectfully makes Motion for Authority to Incur Debt in order to purchase a vehicle. In support thereof, Debtor state the following:

1. Jeffrey D. Patrick, Sr. (the "Debtor") commenced this case on September 23, 2013 by filing a voluntary petition for relief under 5 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division.
2. The Debtor's Chapter 13 plan has been confirmed.
3. The Debtor would like to purchase a vehicle. The purchase of the vehicle is necessary because his former vehicle is a lease. The lease will expire on January 5, 2016. He will not have a vehicle for transportation to and from employment after January 5, 2016. This situation is placing an undue strain on the debtor to continue earning the income necessary to make his Chapter 13 payments.
4. The Debtor has obtained an offer from a proposed lender for loan to be secured by a lien on the vehicle. The terms of the proposed loan are as follows:
  - a. The price of the vehicle is not to exceed \$15,210
  - b. 2013 Volkswagen Jetta or similar vehicle;
  - c. A fixed interest rate which is not to exceed 16%
  - d. The term of the loan is not to exceed 36 months; and
  - e. The payments will not be greater than \$535 per month.

WHEREFORE the Debtor requests an Order permitting the Debtor to purchase a vehicle as set forth herein that waives the application of Federal Rule of Bankruptcy Procedure 6004(h) in the instant matter, and

Respectfully Submitted:  
Jeffrey D. Patrick, Sr.

By: /s/ Christopher M. Winslow  
Attorney for Debtor  
Christopher M. Winslow, Esquire  
**Winslow & McCurry, PLLC**  
1324 Sycamore Square, 202  
Midlothian, VA 23113  
(804) 423-1382

**CERTIFICATE**

I hereby certify that I have on December 30, 2015, transmitted a true copy of the foregoing Motion to Incur Debt electronically through the Court's CM/ECF system or by first class mail, postage pre-paid to: the Debtor, Chapter 13 trustee, the United States trustee if other than by the electronic means provided for at Local Bankruptcy Rule 2002-1(d)(3), and to all creditors and parties in interest on the mailing matrix maintained by the clerk of court, a copy of which is attached.

/s/Christopher M. Winslow  
Christopher M. Winslow for  
Jeffrey D. Patrick, Sr.

Attorney for Debtor  
Christopher M. Winslow, Esquire  
**Winslow & McCurry, PLLC**  
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IN RE: Jeffrey D. Patrick, Sr., Debtor  
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**NOTICE OF MOTION**

Christopher M. Winslow, Attorney for the Debtor having filed papers with the court: Motion to Incur Debt

**Your rights may be affected.** You should read these papers carefully and discuss **them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to grant the relief sought in the objection, or if you want the court to consider your views on the motion, then **on or 21 days from December 30, 2015**, you or your attorney must: File with the court, at the address shown below, a written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for hearing (or response) to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

Clerk of Court  
United States Bankruptcy Court  
701 E. Broad Street, Room 4000  
Richmond, VA 23219

You must also mail a copy to:

Christopher M. Winslow, Esquire  
1324 Sycamore Square, 202  
Midlothian, VA 23113

Office of the U.S. Trustee  
701 E. Broad Street, Room 4304  
Richmond, Virginia 23219

Suzanne E. Wade  
P.O. Box 1780  
Richmond, VA 23218-1780

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

**CERTIFICATE**

I hereby certify that I have on December 30, 2015, transmitted a true copy of the foregoing Motion to Incur Debt and the Notice of Motion electronically through the Court's CM/ECF system or by first class mail, postage pre-paid to: the Debtors, Chapter 13 trustee, the United States trustee if other than by the electronic means provided for at Local Bankruptcy Rule 2002-1(d)(3), and to all creditors and parties in interest on the mailing matrix maintained by the clerk of court, a copy of which is attached.

/s/Christopher M. Winslow  
Christopher M. Winslow

# **RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
JEFF DANIEL PATRICK 5807 RED SETTER LANE MOSELEY VA 23120	N/A	BROWNS VOLKSWAGEN SUZUKI 10501 MIDLOTHIAN PIKE RICHMOND VA 23235 CHESTERFIELD

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2013	VOLKSWAGEN JETTA SE	3VWBP7AJ2DM265967	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

## **FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
15.48%	\$ 4014.89	\$ 15209.47	\$ 19224.36	\$ 500.00 is \$ 19724.36

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
36	534.01	Monthly beginning 02/10/2016
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

## **ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including \$ <u>615.25</u> sales tax)	\$ <u>15072.25</u> (1)
2 Total Downpayment =	
Trade-In <u>N/A</u>	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>500.00</u>
+ Other <u>N/A</u>	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4I below)	\$ <u>500.00</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>14572.25</u> (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance	
Paid to Insurance Company or Companies	

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

### **Optional Credit Insurance**

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both  
 Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

### **Other Optional Insurance**

☐ N/A N/A  
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Equals Net Trade In

+ Cash

+ Other

Cash #A3-35100-KLP Doc 41 Filed 12/30/15 Entered 12/30/15 17:39:51 Desc Main

(If total downpayment is negative, enter "0" and see 41 below)

3	Unpaid Balance of Cash Price (1 minus 2)		
4	Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):		
A	Cost of Optional Credit Insurance		
	Paid to Insurance Company or Companies.		
	Life	\$	N/A
	Disability	\$	N/A
B	Vendor's Single Interest Insurance		
	Paid to Insurance Company(ies).	\$	N/A
C	Other Optional Insurance Paid to Insurance Company or Companies	\$	N/A
D	Optional Gap Contract	\$	N/A
E	Official Fees Paid to Government Agencies	\$	N/A
	1) to N/A for N/A	\$	N/A
	2) to STATE OF VA for GROSS REC TAX	\$	27.47
	3) to N/A for N/A	\$	N/A
F	Government Taxes Not Included in Cash Price	\$	N/A
G	Government License and/or Registration Fees LICENSE/ONLINE REG	\$	50.75
H	Government Certificate of Title Fees	\$	10.00
I	Other Charges (Seller must identify who is paid and describe purpose.)		
	1) to N/A for Prior Credit or Lease Balance	\$	N/A
	2) to SELLER for PROCESSING FEE	\$	549.00
	3) to N/A for N/A	\$	N/A
	4) to N/A for N/A	\$	N/A
	5) to N/A for N/A	\$	N/A
	6) to N/A for N/A	\$	N/A
	7) to N/A for N/A	\$	N/A
	8) to N/A for N/A	\$	N/A
	9) to N/A for N/A	\$	N/A
	10) to N/A for N/A	\$	N/A
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	637.22 (4)
5	Amount Financed (3 + 4)	\$	15209.47 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

**Other Optional Insurance**

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.

X N/A N/A

Buyer Signature Date

X N/A N/A

Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.**

**Returned Payment Charge:** If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X

Co-Buyer Signs X

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

### NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between



☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect its interest in the vehicle. If the preceding box is not checked, the Creditor does not require VSI insurance. This insurance does not protect your interest in the vehicle. You may choose the insurance. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos.

N/A

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

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**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.

Buyer Signs X Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

## NO LIABILITY INSURANCE INCLUDED

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X Date 12/27/15 Co-Buyer Signs X N/A Date N/A

**Co-Buyers and Other Owners** — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A

Seller signs BROWNS VOLKSWAGEN SUZUKI Date 12/27/15 By X Title

Seller assigns its interest in this contract to CPS, INC.

(Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

BROWNS VOLKSWAGEN SUZUKI

Seller

By

Title



FORM NO. 553-VA-ARB (REV. 7/14) U.S. PATENT NO. D460,782  
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ORIGINAL LIENHOLDER

Label Matrix for local noticing  
0422-3  
Case 13-35100-KLP  
Eastern District of Virginia  
Richmond  
Wed Dec 23 15:13:29 EST 2015

Daimler Trust  
c/o BK Servicing, LLC  
PO Box 131265  
Roseville, MN 55113-0011

Selene Finance LP  
c/o BWW Law Group, LLC  
8100 Three Chopt Road  
Suite 240  
Richmond, VA 23229-4833

Selene Finance, LP  
8100 Three Chopt Rd., Suite 240  
Richmond, VA 23229-4833

United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219-1888

American Express Centurion Bank  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

Amex  
Po Box 297871  
Fort Lauderdale, FL 33329-7871

(p)BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

Bank of America, N.A.  
Bankruptcy Department  
Mail Stop CA6-919-01-23  
400 National Way  
Simi Valley, VA 93065-6414

Bank of America, N.A.  
c/o BWW Law Group, LLC  
Attn: Bankruptcy Dept.  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229-4833

Chase  
Po Box 15298  
Wilmington, DE 19850-5298

Citibank, N.A.  
701 East 60th Street North  
Sioux Falls, SD 57104-0493

Gecrb/Finks Jewelers  
Po Box 981439  
El Paso, TX 79998-1439

Mb Fin Svcs  
36455 Corporate Dr  
Farmington Hills, MI 48331-3552

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Selene Finance, LP  
9990 Richmond Ave. Suite 400S  
Houston, TX 77042-8500

Thd/Cbna  
Po Box 6497  
Sioux Falls, SD 57117-6497

VW Credit, Inc.  
9441 LBJ Freeway, Suite 350  
Dallas, TX 75243-4652

Vw Credit Inc  
1401 Franklin Blvd  
Libertyville, IL 60048-4460

Wells Fargo Bank  
Po Box 10438  
Des Moines, IA 50306-0438

Wells Fargo Bank  
Po Box 14517  
Des Moines, IA 50306-3517

Wells Fargo Card Services  
1 Home Campus  
3rd Floor  
Des Moines, IA 50328-0001

Winslow & McCurry, PLLC  
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1324 Sycamore Square  
Midlothian, VA 23113-4668

Christopher Mark Winslow  
Winslow & McCurry, PLLC  
1324 Sycamore Square, Suite 202C  
Midlothian, VA 23113-4668

Jeffrey D. Patrick Sr.  
5807 Red Setter Lane  
Moseley, VA 23120-2247

Suzanne E. Wade  
P.O. Box 1780  
Richmond, VA 23218-1780

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Bank of America, N.A.	(u)Daimler Trust	(d)Selene Finance, LP c/o BWW Law Group, LLC 8100 Three Chopt Road Suite 240 Richmond, VA 23229-4833
(d)Daimler Trust c/o BK Servicing, LLC PO Box 131265 Roseville, MN 55113-0011	(d)Daimler Trust c/o BK Servicing, LLC PO Box 131265 Roseville, MN 55113-0011	End of Label Matrix Mailable recipients 25 Bypassed recipients 5 Total 30